

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

| | | | |
|----------------------------|---|--|-----------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | Notice of Grant of Security Interest in Trademarks: Supplemental Filing | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| US Foods, Inc. | FORMERLY U.S. Foodservice, Inc. | 02/27/2014 | CORPORATION: DELAWARE |
| RECEIVING PARTY DATA | | | |
| Name: | Citicorp North America, Inc. | | |
| Street Address: | 1615 Brett Road | | |
| City: | New Castle | | |
| State/Country: | DELAWARE | | |
| Postal Code: | 19720 | | |
| Entity Type: | CORPORATION: DELAWARE | | |
| PROPERTY NUMBERS Total: 31 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 4269970 | CHEF'S LINE | |
| Registration Number: | 4269971 | CHEF'S LINE | |
| Registration Number: | 4280726 | RYKOFF SEXTON | |
| Registration Number: | 4289553 | FOOD FANATICS | |
| Registration Number: | 4290308 | NEXT TOP PRODUCT | |
| Registration Number: | 4299547 | CHEF'S STORE | |
| Registration Number: | 4321591 | MONARCH EST. 1853 | |
| Registration Number: | 4325886 | MY KITCHEN | |
| Registration Number: | 4325888 | CUSTOM DEALS ON MY ORDERS | |
| Registration Number: | 4337023 | US FOODS CULINARY EQUIPMENT & SUPPLIES | |
| Registration Number: | 4337028 | US FOODS | |
| Registration Number: | 4337033 | US FOODS CULINARY EQUIPMENT & SUPPLIES | |
| Registration Number: | 4339868 | FUEL GOOD | |
| Registration Number: | 4339928 | FUEL GOOD | |

TRADEMARK

| | | |
|----------------------|---------|-------------------------------|
| Registration Number: | 4344132 | VESUVIO PRIMA |
| Registration Number: | 4348839 | MENU PROFITBUILDER PRO |
| Registration Number: | 4352485 | MENU PROFITBUILDER PRO |
| Registration Number: | 4354895 | DEVONSHIRE BAKE SHOP |
| Registration Number: | 4355407 | VESUVIO BELLA |
| Registration Number: | 4359210 | VESUVIO D'ORO |
| Registration Number: | 4370196 | PROOF OF DELIVERY |
| Registration Number: | 4373023 | CREATED BY MOLLY |
| Registration Number: | 4373024 | MOLLY'S KITCHEN |
| Registration Number: | 4373025 | CREATED BY MOLLY |
| Registration Number: | 4377005 | MOLLY'S KITCHEN |
| Registration Number: | 4384894 | HILLTOP HEARTH |
| Registration Number: | 4385081 | PATUXENT FARMS |
| Registration Number: | 4385531 | STAY COOL |
| Registration Number: | 4400948 | CATTLEMAN'S QUALITY SELECTION |
| Registration Number: | 4401575 | MY KITCHEN |
| Registration Number: | 4444468 | GLENVIEW FARMS |

CORRESPONDENCE DATA

Fax Number: 2129096836

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 212-909-6000

Email: trademarks@debevoise.com

Correspondent Name: Steven Keslowitz, Esq.

Address Line 1: 919 Third Avenue

Address Line 2: Debevoise & Plimpton LLP

Address Line 4: New York, NEW YORK 10022

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | 23356-1207 |
| NAME OF SUBMITTER: | Steven Keslowitz |
| Signature: | /Steven Keslowitz/ |
| Date: | 03/04/2014 |

Total Attachments: 5

source=Notice _Grant Security InterestTrademark_executed supplement 2013#page1.tif

source=Notice _Grant Security InterestTrademark_executed supplement 2013#page2.tif

source=Notice _Grant Security InterestTrademark_executed supplement 2013#page3.tif

source=Notice _Grant Security InterestTrademark_executed supplement 2013#page4.tif

TRADEMARK

REEL: 005230 FRAME: 0323

**NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS:
SUPPLEMENTAL FILING**

THIS NOTICE OF GRANT OF SECURITY INTEREST IN TRADEMARKS: SUPPLEMENTAL FILING (this "Agreement"), dated as of February 27, 2014, is made by US Foods, Inc. (f/k/a U.S. Foodservice, Inc.) (the "Grantor") in favor of Citicorp North America, Inc., as administrative agent (the "Administrative Agent") and collateral agent (the "Collateral Agent") for the several banks and other financial institutions (the "Lenders") that are parties to the Credit Agreement, dated as of May 11, 2011 (as amended, amended and restated, waived, supplemented or otherwise modified from time to time, together with any agreement extending the maturity of, or restructuring, refunding, refinancing or increasing the Indebtedness under such agreement or successor agreements, the "Credit Agreement"), among the Grantor, the Administrative Agent and Collateral Agent, and the other parties party thereto.

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make extensions of credit to the Borrower upon the terms and conditions set forth therein;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain Subsidiaries of the Grantor executed and delivered a Guarantee and Collateral Agreement, dated as of May 11, 2011 (as amended, restated, supplemented, waived or otherwise modified from time to time, the "Guarantee and Collateral Agreement"), in favor of the Collateral Agent;

WHEREAS, pursuant to the Guarantee and Collateral Agreement, the Grantor granted to the Collateral Agent a security interest in its Intellectual Property, including any Intellectual Property acquired by the Grantor after the date thereof, including Trademarks; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Grantor agrees, for the benefit of the Collateral Agent, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided or provided by reference in the Credit Agreement and the Guarantee and Collateral Agreement.

SECTION 2. Confirmation of Security Interest. The Grantor hereby confirms that pursuant to the Guarantee and Collateral Agreement, subject to existing licenses to use the Trademarks granted by the Grantor in the ordinary course of its business, it granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in all of the Trademarks of the Grantor (including, without limitation, those items listed on

Schedule A hereto) and to the extent not otherwise included, all Proceeds and products of any and all of the Trademarks, as collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations of the Grantor, except that no security interest is or will be granted pursuant thereto in any right, title or interest of the Grantor under or in any Trademark Licenses with Persons other than the Borrower, a Subsidiary of the Borrower or an Affiliate thereof, for so long as, and to the extent that, the granting of such a security interest pursuant thereto would result in a breach, default or termination of such Trademark Licenses.

SECTION 3. Purpose. This Agreement has been executed and delivered by the Grantor for the purpose of recording the security interest granted pursuant to the Guarantee and Collateral Agreement with the United States Patent and Trademark Office. This Agreement is expressly subject to the terms and conditions of the Guarantee and Collateral Agreement. The Guarantee and Collateral Agreement (and all rights and remedies of the Lenders thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lenders with respect to the security interest in the Trademarks are fully set forth in the Credit Agreement and the Guarantee and Collateral Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

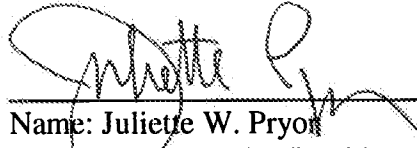
SECTION 5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but all of which together constitute one and the same original.

* * *

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

US FOODS, INC.

By: 
Name: Juliette W. Pryor
Title: Executive Vice President

CITICORP NORTH AMERICA, INC.

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

US FOODS, INC.

By: _____
Name:
Title:

CITICORP NORTH AMERICA, INC.

By: _____
Name: *David Leland*
Title: *Vice President*

Schedule A

Trademarks

| <u>Trademark</u> | <u>Reg. No.</u> | <u>Reg. Date</u> |
|--|-----------------|------------------|
| Chef's Line | 4269970 | 1-Jan-13 |
| Chef's Line | 4269971 | 1-Jan-13 |
| Rykoff Sexton | 4280726 | 22-Jan-13 |
| Food Fanatics | 4289553 | 12-Feb-13 |
| Next Top Product | 4290308 | 12-Feb-13 |
| ChefStore | 4299547 | 5-Mar-13 |
| Monarch Est. 1853 | 4321591 | 16-Apr-13 |
| My Kitchen | 4325886 | 23-Apr-13 |
| Custom Deals On My Orders | 4325888 | 23-Apr-13 |
| US Foods Culinary Equipment & Supplies | 4337023 | 21-May-13 |
| US Foods | 4337028 | 21-May-13 |
| US Foods Culinary Equipment & Supplies | 4337033 | 21-May-13 |
| Fuel Good | 4339868 | 21-May-13 |
| Fuel Good | 4339928 | 21-May-13 |
| Vesuvio Prima | 4344132 | 28-May-13 |
| Menu Profitbuilder Pro | 4348839 | 11-Jun-13 |
| Menu Profitbuilder Pro | 4352485 | 18-Jun-13 |
| Devonshire Bake Shop | 4354895 | 18-Jun-13 |
| Vesuvio Bella | 4355407 | 18-Jun-13 |
| Vesovio D'oro | 4359210 | 25-Jun-13 |
| Proof of Delivery | 4370196 | 16-Jul-13 |
| Created by Molly | 4373023 | 23-Jul-13 |
| Molly's Kitchen | 4373024 | 23-Jul-13 |
| Created by Molly | 4373025 | 23-Jul-13 |
| Molly's Kitchen | 4377005 | 30-Jul-13 |
| Hilltop Hearth | 4384894 | 13-Aug-13 |
| Patuxent Farms | 4385081 | 13-Aug-13 |
| Stay Cool | 4385531 | 13-Aug-13 |
| Cattleman's Quality Selection | 4400948 | 10-Sep-13 |
| My Kitchen | 4401575 | 10-Sep-13 |
| Glenview Farms | 4444468 | 03-Dec-13 |